

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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IN RE:	:	
Vincent M Wendowski	:	Chapter 13
	:	Case No.: 24-11587-PMM
Debtor(s)	:	

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**ORDER GRANTING DEBTOR’S MOTION FOR AUTHORITY TO SELL REAL PROPERTY**

**AND NOW**, upon consideration of the Motion for Authority to Sell Real Property filed by the debtor, upon notice to all interested parties, upon the filing, and any response thereto, and after a hearing before the Court and for good cause shown, it is hereby

**ORDERED**, that the Debtor is granted permission to sell the real property located 1030 Chestnut Street, Trainer, PA 19061 (“Property”), for the sale price of \$140,000.00, pursuant to the terms of a certain real estate agreement of sale dated as of August 2, 2024, to the buyer(s) thereunder, KHA Construction LLC (“Buyer”).

The proceeds of the sale, including any funds held as a deposit made by or on behalf of the Buyer, shall be distributed in the approximate following manner:

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|----|--|---------------------|
| 1. | Ordinary and reasonable settlement costs, including,<br>but not limited to those related to notary services, deed<br>preparation, disbursements, express shipping, surveys,<br>municipal certifications, or any other such routine matters | <u>\$1,400.00</u>   |
| 2. | Liens paid at closing -  | <u>\$106,573.18</u> |
| 3. | Real estate taxes, sewer, trash and/or other such items  | <u>\$</u>           |
| 4. | Property repairs, if any   | <u>\$</u>           |
| 5. | Real estate commission, at no greater than 6%  | <u>\$8,400.00</u>   |
| 6. | Attorney’s fees, if any  | <u>\$2,915.00</u>   |
| 7. | Any small (less than \$300) allowances agreed to be made<br>to Buyer to settle any unforeseen dispute arising at<br>settlement   | <u>\$</u>           |
| 8. | Other  | <u>\$</u>           |
|    | ESTIMATED AMT DUE TO SELLER(S)   | <u>\$20,711.82</u>  |

This Order is contingent upon the mortgage lien(s) held by PennyMac Loan Services, LLC, or its assigns being paid in full at closing pursuant to a proper payoff quote obtained prior to and good through the closing date; or any short payoff shall be approved by PennyMac Loan Services, LLC; and Debtor shall have ninety (90) days from entry of this Order to sell the Property.

After paying all liens in full and all costs of sale, the Debtor shall receive their exemption up to the sum of \$27,900.00 and any additional amounts shall be paid to and distributed by the chapter 13 trustee.

The title clerk shall email a completed HUD-1 or settlement sheet from the closing directly to [settlementsheet@ph13trustee.com](mailto:settlementsheet@ph13trustee.com) immediately upon the close of the settlement, and the trustee shall promptly notify the title company of his approval or objections to the sums to be disbursed. Upon trustee approval, the title clerk shall fax a copy of the disbursement check to the trustee and shall immediately transmit the actual disbursement check to the trustee by overnight courier.

PennyMac Loan Services, LLC (Proof of Claim #3-1) shall file amended proofs of claims upon receiving sale proceeds in satisfaction of their secured claims and interests.

Per Bankruptcy Rule 6004(h), the 14 day stay as to effect of this Order is hereby waived.

**BY THE COURT**

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**HONORABLE PATRICIA M. MAYER  
UNITED STATES BANKRUPTCY JUDGE**